**KENYA & SOUTH AFRICA TRIP PROPOSAL – SHARADA X 05**

**Date of Arrival:** 30th September, 2023

**Duration:** 10 Nights/11 Days

**No. of Travellers:** 04 Adults + 01 Child (6 years)

**DAY-WISE TOUR ITINERARY**

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| **30th SEP: ARRIVAL Nairobi** |
| * Upon arrival at Jomo Kenyatta International Airport, meet & greet by our representative. * Private transfers from Airport to your Hotel in **Nairobi**.   The capital city of Kenya, Nairobi is best known for its charm and architecture. Situated in the Southern central part of the country, it is the most dynamic city and is well recognized as "green city in the sun" for many reasons. The city lies 300 miles northwest of Mombasa, which is Kenya’s major port in the Indian Ocean. A city full of contrasts, Nairobi blends people from all culture and walks of life. Adorned with modern skyscrapers, world class restaurants, fully equipped hospitals, modern shopping malls, schools, abundant private and public transportation- you will find it all in city of Nairobi. Visit to Nairobi can be a chance to explore the true African culture that will give you unending memories to cherish. Home to numerous local and business organizations, Nairobi bustles with many activities that will keep you entertained throughout your stay in this African city. The city which has shown great development in the pass decades is now a great tourist spot in Africa which attracts thousands of tourists from across the globe.   * Check-in & freshen up. * Rest of the day is free at leisure. * Overnight in Nairobi. |
| **MEALS:          None** |

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| **01st OCT: Nairobi – LAKE NAIVASHA** |
| * Breakfast at the Hotel. * Check-out & Private transfers to your Lodge in Lake Naivasha.   Lying on the eastern edge of East African Rift, **Lake Naivasha** is the freshwater lake known to be the highest on the rift system. Not truly the national reserve, the lake holds an abundance of flora and fauna that attracts the nature enthusiast. With the papyrus swamp, the green valley and geographical beauty, Lake Naivasha of Kenya is beyond the expectation of the travellers. There are the acacia forests spreading over the rich and fertile land of the oasis of Kenya with a diverse ecosystem. The forest region of the Lake Naivasha supports the wildlife including the bird species like hawks, woodpeckers, cuckoos, shrikes and much more. The Naivasha Lake is the home to the large population of the giant hippos and the water beast crocodiles. The fishes like tilapia, black bass and crayfish also dwell in the fresh water of Lake Naivasha. Talking about the wildlife depending over the lake region, one can spot the impalas, waterbucks, the zebras and other animals like buffalos wandering near the lake. The lodge near Lake Naivasha often arranges the night safari tour where one can mark the existence of nocturnal.   * Upon arrival, Check-in & freshen up. * Lunch at the Lodge. * Rest of the day is free at leisure. * Dinner at the Lodge. * Overnight in Lake Naivasha. |
| **MEALS:          Breakfast, Lunch & Dinner** |

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| **02nd OCT: LAKE NAIVASHA – MAASAI MARA** |
| * Breakfast at the Hotel. * Check-out & Private transfers to your Lodge in Maasai Mara.   The **Maasai Mara** in Kenya reflects the real essence of South Africa with its abundance of wildlife, the cultural villages and tribe living there. Spreading up to 1510 sq km, the ecosystem of Maasai Mara houses the acacia forest, the herd of zebras and wide rolling plains and grasslands. Known to be the migration hub for the endemic and seasonal birdlife at the Maasai Mara national reserve is, especially for the month of July and August. The purple grenadiers, Yellow-mantled widowbirds, and Cinnamon-breasted rock buntings are some of the species that can be spotted in the Maasai Mara reserve.   * Upon arrival, Check-in & freshen up. * After Lunch, proceed for an **Afternoon Game Drive** **inside Maasai Mara National Reserve.** * Transfer back to your Lodge. * Dinner at the Lodge. * Overnight in Maasai Mara. |
| **MEALS:           Breakfast, Lunch & Dinner** |

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| **03rd OCT: FULL DAY SAFARI GAME DRIVE** |
| * Breakfast at the Lodge. * Proceed for a **Full Day Game Drive inside Maasai Mara National Reserve. (with picnic Lunch)** * Transfer back to your Lodge. * Dinner at the Lodge. * Overnight in Maasai Mara. |
| **MEALS:           Breakfast, Picnic Lunch & Dinner** |

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| **04th OCT: MAASAI MARA – NAIROBI – JOHANNESBURG** |
| * Breakfast at the Lodge. * Check-out & Private transfers to Jomo Kenyatta International Airport. * Board a flight for Johannesburg. **(Airfare not included)**   **Johannesburg City** of South Africa is a hub for culture, food and art. With its art galleries, museum, food trails and vibrant cafes, Johannesburg is evolving as a diverse city that caters every need of tourist. One can even discover a vast option for accommodation from the budget stay to backer hostels and a luxurious hotel stay during the Johannesburg city tour. The developing lifestyle is rapidly boosting up the essence of Johannesburg. The city of Johannesburg, known to be the home of Nelson Mandela has some of the best museums and historical site preserving the history of South Africa.   * Upon arrival at Johannesburg OR Tambo International Airport, Private transfers to your Hotel. * Check-in & freshen up. * Rest of the evening is free at leisure. * Overnight in Johannesburg. |
| **MEALS:          Breakfast** |

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| **05th OCT: JOHANNESBURG – CAPE TOWN** |
| * Breakfast at the Hotel. * Check-out & Private transfers to Johannesburg Airport. * Board a flight for Cape Town. **(Airfare not included)** * Upon arrival, Private transfers to your Hotel in Cape Town.   Long, coastline, the lively aura and the cultural harmony portrays the City of **Cape Town.** Lying towards the southwest coast, the port city of South Africa is the legislative capital that was established as a supply station for the Dutch East Indies. Tourism in Cape Town is widespread due to the long shores and the magnificent beaches that are the hub engaged with entertainment. Above all, what make the Cape Town tour so popular are the vineyards with the wine tram tours arranged with some delight activities as wine tasting, cheese tasting, day picnics and the collection of best authentic wines of South Africa. The Cape Town city is ideally located to connect you with the famous adjoining attractions of South Africa.   * Check-in & freshen up. * Rest of the day is free at leisure. * Overnight in Cape Town. |
| **MEALS:          Breakfast** |

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| **06th OCT: CAPE TOWN CITY TOUR** |
| * Breakfast at the Hotel. * Proceed for a **Private Guided Cape Town City Tour & Table Mountain Tour** - This morning you will be picked up from your hotel for a half-day Cape Town City tour. No visit to Cape Town is complete without a tour of the "Mother City". Sense the depth of history as you drive past Parliament Buildings, City Hall and the Slave Lodge before stopping for a short visit of the Castle of Good Hope (optional), originally built as a maritime replenishment station and now the oldest surviving colonial building in South Africa! Alternatively, we walk around the Grand Parade square which has its own historical significance. We hear of the brief history of District Six en-route to a visit at the Company Gardens where we walk through the landscaped gardens. Learn more about the history of the Bo-Kaap and its people as we move up the cobblestoned hills to the Malay Quarter, and marvel at the ice-cream colours of the quaint Bo-Kaap homes. Trace the moves of a professional diamond cutter as he creates every girl's dream stone with a visit to a diamond cutting factory. After learning more about the history of diamonds and gold in South Africa, we drive past the V&A Waterfront, Cape Town Stadium, Sea Point, Clifton and Camps Bay. * We then make our way to Table Mountain where you will experience the revolving cable car ride to go up to the Table Mountain for a bird’s-eye views of Cape Town and Peninsula from the top of the iconic **Table Mountain (weather dependent).** You can wander across well marked paths to see views from all sides of the plateau. On a clear day it is even possible to see Robben Island (where Nelson Mandela was confined) from the top of the Table Mountain on one side and Cape Point on the other. * Return back to your Hotel. * Overnight in Cape Town. |
| **MEALS:           Breakfast** |

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| **07th OCT: FULL DAY CAPE POINT TOUR** |
| * Breakfast at the Hotel. * Proceed for a **Private Guided Full Day Cape Point Tour** (also known as Cape Peninsula tour) - After Pick up from your Hotel, we will make our way through Mouille Point, Three Anchor Bay, Sea Point, Bantry Bay, Clifton and then stopping at Maidens Cove for some photo opportunities. We continue on through Camps Bay, then on to Hout Bay where you will do join a boat trip to the **Seal Island** (weather permitting) to witness the thousands of seals who inhabit it. Once we depart from Hout Bay, we will make our way onto Chapmans Peak Drive, one of the world's most spectacular coastal drives with the views that will take your breath away, we will stop for a few minutes here. * We now continue our journey towards the **Cape of Good Hope Nature Reserve** and Cape Point which is set at the southernmost tip of Africa where the Atlantic Ocean and the Indian Ocean meet. You can expect to witness the dramatic clash of the seas from the view point where you will arrive by using a **Funicular Ride (Two way Tickets).** * We will then continue **Boulders Beach** which is a home to a growing colony of the protected African penguins. You can get your fix of cuteness as you walk alongside these penguins as they waddle their way around, lazing about in the sun or diving deep for the catch of the day. Then, meander into the afternoon, as the Atlantic coastline hugs cloud-capped mountains at the seaside town of Muizenberg where you will spot the famous colourful huts surrounded by Rocky Mountains. Stop for lunch here (at your own expense). Keep your eyes on the ocean as we drive back along this beach route to reach Cape Town by evening. * Return back to your Hotel. * Overnight in Cape Town. |
| **MEALS:           Breakfast** |

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| **08th OCT: FRANSCHHOEK WINE TRAM TOUR** |
| * Breakfast at the Hotel. * Proceed for a full day tour to wine capital of the world “Franschhoek” to experience beauty of the Cape winelands which is surrounded by mountains & colorful wine yards. * Upon Arrival, **Franschhoek Wine Tram Tour** – a romantic tour through the beautiful and enchanting Franschhoek Valley, famous for its old and established wine farms. You will get the full experience by taking the Wine Tram – one of the most enjoyable of things to do in Franschhoek – which takes you on a gentle journey through the valley ad to some of the most famous wine farms of all. The wonderful scenery of the Franschhoek Valley is spectacular and can be enjoyed from the tram, while the many fine restaurants along the route provide the perfect opportunity to enjoy a romantic meal complete with fabulous food and the very best wine the country has to offer. * After the tour, you can enjoy lunch at one of the restaurants. **(at your own expense)** * You can spend some more time there exploring this beautiful French town. * Return to Cape Town late in the evening. * Overnight in Cape Town. |
| **MEALS:           Breakfast** |

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| **09th OCT: CAPE TOWN** |
| * This day of your Cape Town tour is a day at rest. **(No Services included)** * Have a scrumptious breakfast at the hotel and loosen up. Enjoy spending the day at leisure in Cape Town as it allows you to either relax inside your hotel room, or go out and explore the city. * You can also opt for some exciting activities as well which are not included in the package and can incur extra charges like Skydiving, Cape sidecar tour, Harley Davidson tour, Paragliding, Abseiling, Robben Island Tour, Visit to Two Ocean Aquarium, Hot Air Ballooning, Helicopter ride, etc. * Overnight in Cape Town. |
| **MEALS:           Breakfast** |

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| **10th OCT: CAPE TOWN DEPARTURE** |
| * Breakfast at the Hotel. * Check-out & Private transfers to Cape Town International Airport for your return flight back home. |
| **MEALS:           Breakfast** |

**\*\*\*TOUR ENDS\*\*\***

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| **PROPOSED ACCOMODATION OR SIMILAR** | | | |
| **DESTINATION** | **HOTEL NAMES** | **ROOM CATEGORY** | **NIGHTS** |
| Nairobi | The Panari Hotel | 2 x Double Rooms | 01 |
| Lake Naivasha | Lake Naivasha Simba Lodge | 2 x Double Rooms | 01 |
| Maasai Mara | Mara Simba Lodge | 2 x Double Rooms | 02 |
| Johannesburg | Radisson Blu Gautrain | 1 x Standard Room + 1 Junior Suite | 01 |
| Cape Town | Lagoon Beach Hotel | 2 x Classic Rooms | 05 |
| **TOTAL NUMBER OF NIGHTS** | | | **10** |

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| **TOTAL TOUR COST** | |
| **PARTICULARS** | **PRICE IN USD** |
| Land package cost Per Adult on Sharing basis | **USD 2155** |
| Land package cost for Child | **USD 985** |

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| **INTERNAL FLIGHTS (NOT INCLUDED)** | | | |
| **DATES** | **DEPARTURE** | **ARRIVAL** | **APPROX AIRFARE** |
| 04th Oct’2023 | Nairobi – 1235 HRS | Johannesburg – 1550 HRS | **USD 610 Per Person** |
| 05th Oct’2023 | Johannesburg – 1245 HRS | Cape Town – 1455 HRS | **USD 125 Per Person** |

**\*Above flight rates are subject to change as per the availability at the time of booking\***

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| **INCLUSIONS & EXCLUSIONS** |
| **INCLUSIONS** |
| * 10 Nights’ accommodation as per the Itinerary. * 10 Breakfasts * 01 Lunch & 01 Dinner in Lake Naivasha * 02 Lunches & 02 Dinners in Maasai Mara * 01 Afternoon Game Drive inside Maasai Mara National Reserve * 01 full day Game Drive inside Maasai Mara National Reserve (with picnic Lunch) * Guided Cape Town City Orientation Tour * Guided Tour of Table Mountain, Cable Car Tickets Cape Town * Guided Tour of Penguin Colony, Boulders Beach * Guided Tour of Cape Point * Guided Tour of Cape of Good Hope * Guided Tour of Seal Island Cruise, Cape Town Weather Permitting * Funicular Ride (Two Way Tickets) * Franschhoek Wine Tram Tour * Private transportation in a Customised 4WD Safari Landcruiser (Non-AC) with pop-up roof for easy game viewing & photography (Kenya) * Services of an experienced English-speaking driver-guide * Transfers by an English-Speaking Driver in a 7-Seater Vehicle (Johannesburg) * All Tour & Transfers by an English-Speaking Driver Cum Guide in a 7-Seater Vehicle (Cape Town) * Personal customer service (24\*7) |
| **EXCLUSIONS** |
| * PCR TEST if required * International & Domestic Airfare * Visa Charges * Anything not mentioned in Tour Inclusions * Local tourist guide where not specified above * Any golfing related fees * Mineral water on coaches and microbuses, available at an additional charge of ZAR 30.00 per person per day * Tips & gratuities for drivers & guides * Porterage Fee * Meals not mentioned in the Itinerary or Inclusions * Drinks (neither with meals, nor on vehicles or during tours, unless otherwise indicated) * Items of a personal nature, such as telephone bills, room service, laundry, etc. * Waiting or additional transfer fees if clients miss shuttle transfers or transfers booked for a specific time |

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| **TERMS & CONDITIONS** |
| **1. GENERAL**   * 1. The quote is always subject to availability at the time of confirmation.   2. Confirmation of the hotels/services are initiated only upon receiving the formal acceptance of quotes.   3. In case if there are any surcharge applicable for the required dates, we'll be able to advise the same only at the time of confirmation.   4. If the proposed hotels are not available, an alternate option of a similar category of hotels will be proposed.   5. The quotation might not apply to certain block-out dates falling over Christmas, New Year, Easter, Local School holidays, or during special events taking place in certain cities or regions, and it is not limited to the above; applicable surcharges may occur at the time of booking and confirmation.   6. Should any of the following change, a new quote shall be provided:  1. *Date of travel* 2. *Number of pax* 3. *Accommodation type / category* 4. *Duration of stay and vehicle size.*    1. The transfers for the tours are always booked for a certain time period – Half day OR Full day. It is advisable to depart strictly as per time mentioned on the final itinerary, any extra hours spend due to any delay from guests’ end will attract to supplement cost which should be paid to the driver directly)    2. It is advised to take care of your belongings and must not leave anything after the completion of the tour/transfer in the vehicle. In case the guests leave anything and want it to be delivered to them, it will attract to a supplement cost which should be settled beforehand.    3. In case of ‘direct’ transfers, like Point to Point or Airport transfers – any stops or deviations enroute will attract a supplementary cost. Also no delays will be permitted under any circumstances.    4. Please be advised of the following restrictions, which might apply during the Festive Season (roughly between 15 December and 15 January): 5. *Block-out dates* 6. *Minimum stay periods* 7. *Surcharges on certain public holidays* 8. *Possible closures of attractions or restaurants on certain public holidays* 9. *Contracted rates not being honoured by the hotels/lodges, resulting in higher package rates*    1. The rates quoted are always subject to change without prior warning, should there be any increases in bed levies, airfares, park fees, fuel, sales tax or VAT, Third Party Services, exchange rate fluctuations or any other circumstances beyond our control for services.    2. All guests must take out comprehensive travel insurance covering them for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment.    3. The Standard Check-in time is 2pm & Standard Check-out time is 11am. Early check-ins & Late Check-outs can be requested however it is at the discretion of the hotels and cannot be guaranteed.    4. Foreign passport holders require a minimum of two (2) blank visa pages in their passport for each entry/exit for an immigration stamp.  If there is insufficient space in the passport, entry will be denied & the person is likely to be detained pending return to their country of origin.    5. Vehicle types (same as accommodation) are subject to availability and may be changed during the course of the tour for other similar vehicle categories without guaranteeing any specific model or make; requests for a specific make or model may result in surcharges    6. Requests for vehicle use over and above the specified hours or use after completion of the indicated half- or full-day allocation will result in surcharges    7. From time to time, certain tourist attractions may close for annual maintenance, private functions, festivals or other reasons which might not be known to us at the time of quoting & will only be known at the time of confirmation.    8. We do put a request to the hotels for a Double of Twin Rooms as per the requirement of the guests however in certain cases it is beyond our control & is subject to availability at the time of check-in.    9. The special request meals cannot always be guaranteed, as all towns don’t necessarily have those restaurants, or there might be a very limited selection of restaurants.    10. An additional surcharge of R500 will be applicable of on any pick-up or drop off transfers between 8PM to 7AM.    11. We provide the vehicle based on a specific amount of luggage per Adult i.e. One x full size and One hand luggage & one medium size luggage for the children. In case the guests are travelling with extra luggage, they will have to pay extra for the trailer or an alternate bigger vehicle.    12. The majority of your driver/guide’s income comes from tips. Tipping is therefore highly recommended in Africa. We recommend about USD 5 - 10per person per day for your driver/guide.    13. In case there any damage to the vehicle by the guests, e.g. Spilling of any drink which leaves a stain on the seat cover, pushing or pulling the vehicle door hard in a manner which affects the fitting of the door, or a dent caused while putting luggage inside the vehicle or any other way from the client’s end, it will charged to the client to fix it.   **2. SELF –DRIVE CAR RENTAL POLICY**  The following are obligatory requirements without which the guests will not be allowed to have a self-drive rental car:   1. *A driver must be over the age of 20 and have been in possession of an unendorsed driving license for a minimum of 2 years.* 2. *A valid unendorsed Driving license (National or International) written in English with a visible photograph should be furnished in original.* 3. *A valid credit card (must be on a lead drivers name), of which an imprint will be taken and an amount put on hold for extras/refuelling/incidentals.* 4. *Whilst conducting your self-drive itinerary, there are many factors beyond our control. Africa Incoming will therefore not accept any liability, responsibility or claim for compensation, for any incident or accident involving the guests, vehicle and/or any third party.*   **3. TRIPLE SHARING POLICY**   * 1. Please be advised that there is a limited number of properties that allow triple share for adults.   2. Properties that allow triple share also differ in the way that they allow a third adult to share. Some of the properties can accommodate the third person on a sleeper couch whereas other properties have two queen size beds, an extra bed.   3. Where properties due to its policy or non-availability, guests would need to book a double and a single room.   **4. CHILD POLICY**   * 1. Children between the ages of 0 – 17 are welcome to travel with Africa Incoming on a request basis and must be accompanied by an adult.   2. Children between the ages of 18 - 21 are welcome to travel with Africa Incoming independently but we will need a letter of consent signed by a parent.   3. A child of 12 years and older will be charged the full applicable adult per person rate.   4. If a child shares with only 1 adult, the child will pay the full applicable adult sharing rate.   5. Some accommodation establishments refuse permission to children under 12 years of age, e.g. certain private game lodges.   6. Some accommodation establishments only accept children in family units. These units are often in limited supply and subject to availability. Acceptance of any child on discounted conditions is therefore subject to availability and confirmation of such units.   7. At some lodges, Children under 6 years of age are not allowed to go on game drives. Some of the lodges do offer baby-sitting facilities at an additional charge if required Guests need to arrange the baby-sitting services upon arrival at the lodge and need to settle the service directly.   8. **Parents must carry an original birth certificate of their children (below 18 years) who are travelling along as it might be asked at the immigration on arrival.**   **5**. **BOOKINGS AND PAYMENTS**   * 1. Upon booking a deposit of 50% of the total Land Package cost & 100% for the local flights cost (if booked through us) is immediately payable to us. Final payment is due no less than 30 days prior to arrival.   2. Full payment is due immediately for all bookings made less than 30 Days prior to arrival.   3. We accept EFT transfers, Credit Cards Payment or cash deposited into one of our bank accounts, subject to the condition that such payment has been confirmed as received by ourselves.   4. All Bank charges to be borne by the Payee.   5. A bank service fee of 1% will be applicable on Bank transfers.   6. A charge of 3% will be applicable on all VISA/MASTERCARD Credit card payments.   7. A charge of 4% will be applicable on all AMEX Credit card payments.   8. Failure to remit final payment on the due date will result in cancellation of reservations, forfeiture of deposits and will result in cancellation fees.   9. In some proposals, where the rates are given in a currency other than ZAR (South African Rand) are subject to change in case of substantial variation of the exchange rate. This shall be considered at the time of every payment.   **6. CANCELLATION POLICY**  **6.1** All cancellations must be made in writing either by hand, post or electronic mail to Africa Incoming. The following fees will apply in the event of the cancellation.   * *Less than 60days prior to departure - 30% of total cost* * *Less than 45days prior to departure - 50% of total cost* * *Less than 30days prior to departure - 75% of total cost* * *Less than 14days prior to departure - 100% of total cost*   **6.2** In some cases, more strict cancellation conditions apply, for e.g. Game lodges, Luxury Hotels & Villas. Travel arrangements in these cases are subject to booking  conditions and cancellation provisions of the supplier. No refunds will be provided for no-shows.  **6.3** Domestic orRegional Flights are non-refundable & therefore if we cancel it, no refund will be provided.  **6.4** The payment of bank fees for credit card payments and/or bank transfers are the responsibility of the customer and are strictly non-refundable  **6.5** In the case of death or serious illness, special cancellation terms can be negotiated if Africa Incoming is presented with an officially approved death/sickness  certificate, this may not always result in a refund and is subject to our supplies or independent contractor’s terms and conditions.  **6.6** In case of any Refunds, you will get a credit note which will be adjusted in future bookings  **6.7** If you need the refunds to be processed in your bank, it will be actioned within three weeks after receiving a written email request from your end. In some cases, it might take a few more days depending on the case.  **6.8** In cases of cancellation/postponement of the confirmed tours due to Covid Restrictions, it will be determined on a case to case basis & only a credit note shall be provided by Africa Incoming. However, if you would like to cancel the trip, the booking amount shall be forfeited and the balance will be refunded to your account.  **7. LIABILITY**   * 1. Each tour package comprises one or more service components: the organization of transport, meals, entrance fees, accommodation and/or other facilities or services. Africa Incoming has no direct day-to-day control over its suppliers. Accordingly Africa Incoming accepts no responsibility for any injury, damage, loss, accident, delay, irregularity and/or inconvenience which may be occasioned by any defect in any object (including a vehicle) utilised by any supplier for the supply of any service or by an act or omission of any supplier or its servants or agents. Africa Incoming shall not be liable for any loss or expense arising from the loss of property, cancellation or curtailment of the tour however caused, save only to the extent that such loss of baggage, cancellation or curtailment was caused by the Africa Incoming negligence. If sickness or accident interrupts a tour, Africa Incoming shall not be liable for any cost or expense arising there from, save only to the extent that such sickness or accident (beyond any reasonable doubt) was caused by Africa Incoming wilful act or gross negligence. Africa Incoming shall not be liable for any refund, either total or partial, of passage money paid.   2. Africa Incoming recommends the travellers to take out necessary insurance to protect against such eventuality. Africa Incoming needs to receive any claim in writing within 28 days after the end of our services under the contract. Where any payment is made, you will assign to Africa Incoming or our insurers any right you may have to pursue any third party in relation to the claim and provide us with your full cooperation.   3. In respect of air, sea and rail carriers, land vehicles and hotel owners Africa Incoming liability is in all cases limited as if Africa Incoming were carrier/hotelier within the relevant and appropriate international conventions. Furthermore, all transport is provided subject to the relevant carrier’s conditions of carriage, some of which may limit or exclude their liability to you, often in accordance with international conventions.   4. Please note our responsibilities and obligations apply only in respect of those services, which Africa Incoming agrees to arrange or provide on your behalf. Africa Incoming cannot accept any liability for any services arranged on your own.   5. We will under no circumstances be liable for any claim whatsoever, unless such claim is due to the gross negligence of the Operator and such claim is lodged in writing with us within 30 (thirty) days after the end of the tour program. Under no circumstances will we be liable for any indirect or consequential loss or damage.   6. Africa Incoming shall not be responsible in case the guests will get stopped at the immigration for interrogation & due to this there might be an extra waiting time (more than one hour) for the driver, the extra cost of which is to be borne by the guests.   7. In case there is a delay or cancellation in arrival of your International flight, we shall not be responsible for any loss in regards to any missed tours or no show in the hotel (as both will be non-refundable)   8. In case there is a delay in arrival of your local flight, we shall not be responsible if you miss any tours due to that delay (as tours are non-refundable) & also you might have to bear the extra cost if the driver’s waiting time is more than one hour.   9. Similarly, in case of the cancellation of your local flight, we shall not be responsible for any losses:   10. *If you will have to buy another flight ticket*   11. *If you miss any tours (as they are non-refundable)*   12. *If there is no other flight operating on that sector that day, we shall not be responsible for any loss due to no-show in the hotel*   13. *There will be an extra cost if you want to book the transport in all the above cases.*   14. Depending on flight arrival times, traffic holdups outside of our control or delays caused by guests not adhering to set departure times, it might not be possible to fit in certain visits, in which case the transport section (and in some cases also the entrance fees) will not be refundable.   15. Please always consult with us before booking any flights (international, regional or domestic) as you may have to change the routing to suit hotel availability. We will not be held responsible if they do not fit the logistics of the itinerary, and the agent/guests will have to bear the cost of additional arrangements necessary to make logistics work.   16. If any tour/activity/flight missed due to such delay from the guests end, no refunds will be provided and alternative arrangements will be at an extra cost to be borne by the guests.   17. Should a problem occur, please advise both Africa Incoming and the service supplier in question immediately, as most problems can be solved on the spot. Should you remain dissatisfied, please write to us setting out the complaint in detail within 28 days of the end of our services under the contract. Africa Incoming cannot accept responsibility for any complaints that are not notified entirely in accordance with this clause. Should any legal dispute arise it must be settled in Johannesburg and depending on which Africa Incoming booking office(s) was/were used for the rendered services.   18. In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, epidemic, pandemic or any other cause which is beyond the control of Africa Incoming, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the guests. Africa Incoming accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.   **8. AUTHORITY ON TOUR**  The guests must at all times comply with the laws, customs and foreign exchange regulations of all countries visited during the tour. In addition, the guests acknowledge that any disruptive, dangerous or potentially dangerous behaviour during the tour shall not be tolerated and that Africa Incoming, its employees, representatives, agents and/or contractors being so authorised, reserve the right to exclude the guests from the tour at any point therein in such circumstances. Africa Incoming shall not be liable for any costs and/or expenses for the guests resulting from exclusion as aforesaid, and the guests shall not be entitled to a refund or rebate of the tour price or any additional compensation in such instances.  **9. FORCE MAJEURE**  Force Majeure means those circumstances where the performance of our contract with you is prevented or affected by reasons of war, threat of war, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, government actions and all similar events beyond our control. In these circumstances, Africa Incoming shall not be liable for any compensation or otherwise responsible for any expenses or losses the guests might incur.  **10. MARKETING**  Africa Incoming reserves the right to use any photographs and video taken during the tour for use in marketing or any other advertising material, and the guests hereby consents to such use. The guests further agree that Africa Incoming shall retain copyright over any such photographs and videos taken during the tour and/or used in its brochures and, to the extent necessary, the guests hereby assign copyright in such photographs and/or videos to Africa Incoming.  **11. PASSPORTS, VISA & HEALTH**  It is entirely the guests’ duty to ensure that all passports & visas are current, valid, obtained on time and that any vaccinations, inoculations, prophylactics (e.g. for malaria) and the like, where required, have been obtained. Passports must be valid for 6 months and include at least two black pages. Please check the requirements with your travel agent before travelling. Africa Incoming will endeavour to assist the guests but such assistance will be at our discretion and the guests acknowledge that in doing so, Africa Incoming is not assuming any obligation or liability and the guests indemnifies Africa incoming against any consequences of non-compliance. It is the guests’ duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the proposed travel arrangements. The guests must ensure that the details supplied to Africa Incoming mirror those details shown on their passport for international travel and ID documents for local travel. |